

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Claims 8 and 12 have been canceled, thereby obviating the informalities thereto.

Claims 4, 8 and 12 stand rejected under 35 USC §112 as being indefinite. Each of these claims have been canceled thereby obviating the indefiniteness.

Claims 1, 5, 9, 13, 17, 21 and 25 stand rejected as being anticipated by Parnafes et al. Each of these claims has been amended to obviate the rejection.

Claim 1 has been amended to include the limitations of claim 4 therein. Claim 4 was originally rejected over Parnafes et al. in view of Kuznetsov. This rejection is respectfully traversed.

Parnafes et al. does teach a system of translating policy. The policy system of Parnafes et al. allows the so-called COPS protocol policies to be used in non-COPS enabled devices. The way that Parnafes et al. does this, however, is by using a mapping database, see column 6 line 36, for translating the policy. The mapping database is described in detail column 7 beginning at line 5. The mapping database is apparently a

centralized database, but in any case is not part of the file sent with the policy, as claimed.

The rejection apparently admits that the combination of Parnafes et al. and Kuznetsov do not describe that the network policy and the specification are stored in a single file. However, the rejection attempts to take so-called official notice that an XML message and an XSL message can be stored in a single file. Initially, applicants respectfully traverse the official notice to the extent that it attempts to allege that the network policy and the specification for translating the network policy can be stored in a single file. The mere fact that an XML message and an XSL message can be sent together in one file does nothing to suggest the specific claim language: which requires that a network policy and a translation for the network policy are stored in a single file.

The receipt of both the network policy and the specification for translating in a single file was never contemplated by the hypothetical combination of Parnafes et al. in view of Kuznetsov. In fact, Parnafes et al. expressly states that the translation should be carried out by accessing a mapping database. It teaches nothing about receiving a translation specification along with the file. By receiving a translation specification, any client that has the ability to

translate can automatically translate based on that received specification. This is entirely different than Parnafes et al. who requires a database. Parnafes et al. can not be fairly said to suggest something that is completely outside its teaching: namely sending a file that includes both the network policy and the specification. Parnafes et al. would have no need to send such a policy.

The fact that two generalized messages can be sent together in one file does not suggest this. Claim 1 would enable a special advantage that both policy and translation specification would be received together. Therefore, claim 1 is not obvious over the hypothetical combination, for these reasons.

Claim 2 specifies that the network policy is represented in markup language. The rejection admits that this is not shown in Parnafes et al., but alleges that Kuznetsov shows this. Kuznetsov does teach a data translator described column 10 beginning at line 55. This is a translator compiler engine which translates runtime code. It teaches nothing about a network policy, nor is there anything that could be applicable to a network policy. Column 11 does also teach negotiating protocol sequences. However, nothing in Kuzentsov teaches anything about a network policy that could be represented in markup language. The rejection of this claim is hence

respectfully traversed.

Claim 3 has been amended to recite additional patentable limitations, which are similar to those already recited in claim 17 and others that will be described herein.

Claim 5 has been amended in a similar way to claim 1 and should be allowable for reasons discussed above with respect to claim 1. The dependent claims should be allowable for similar reasons.

Claim 9 should be allowable for analogous reasons.

Claim 13 has been amended to include the limitations of claim 14 therein. Claim 14 was previously rejected over Parnafes et al. in view of Kuznetsov, admittedly, Kuznetsov teaches a system that allows translation of compiled code and teaches negotiating parameters. However, this very general teaching is not sufficient to modify Parnafes et al. in the way suggested by the official action.

There is no teaching or suggestion in the hypothetical combination of Parnafes et al. in view of Kuznetsov to send a network policy to a client, and only if that network policy can not be translated by the client, then translating it and sending the translated policy to a client. While Kuznetsov does teach various things like negotiating and translating, but only translating compiled code; not a network policy. It is

certainly well beyond the teaching of Kuznetsov to suggest that the specific claimed subject matter is included therein.

Claims 13, 17 and 21 should be allowable for analogous reasons, as should claim 21.

Finally, claim 25 should be allowable for reasons discussed above with respect to claim 1.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Applicants ask that all claims be allowed. No fee is believed to be due, however, please apply any applicable charges or credits to Deposit Account No. 06-1050.

Respectfully submitted,

Date: May 24, 2006

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